



SUB-CONTRACT AGREEMENT LAND MANAGEMENT

App 67/05
Issued By: M Cairney
Issue Date: 23-12-2021

This agreement must be completed for all sub-contractors carrying out any of the activities outlined below on your behalf as an IOA Licencee – please forward a completed copy to IOA for your file.

Name & Address of

Irish Organic Association Licencee

Licence No: _____

Name & Address of Sub-Contractor

Organic Certification Body W/A: _____

Licence No W/A: _____

Where a licenced producer enters into an agreement with a sub-contractor whereby the sub-contractor undertakes to manage part or all of the organic unit, to carry out any of the activities outlined below and/or to provide specific management expertise including machinery, labour, inputs etc., the Licencee must ensure that the activities of the Sub-contractor are notified to IOA and that the Sub-contractor abides by the specific conditions outlined below which are in addition to any conditions imposed on the Sub-contractor by the Licencee.

Nature of sub-contracted activity to be undertaken (please tick all relevant boxes):

Production Preparation Storing Distribution

Give details: _____

Conditions which must be observed by the Licencee:

- I/we, _____, as the official and registered Irish Organic Association (IOA) Licencee for the organically certified land area at the above address, confirm that the activities outlined above are limited to the scope of the certification issued as indicated on my IOA licence. This includes the _____ Ha area located at _____ and leased to the above sub-contractor(s).

MAP showing affected land area enclosed?

- The Licencee must notify IOA each year of the crops to be grown and the cropping area to be used for the purpose of this land management contract.
- Overall responsibility for all inputs to this land area vis a vis seeds; approved fertility inputs; approved pest and disease control methods; rotations etc., is maintained by the Licencee who is responsible for **each and every action** which takes place on this registered land area and must be in a position to provide verification information to IOA in relation to same on an on-going basis. The Licencee is therefore responsible for ensuring; that the requirements of all/any seed derogation requests vis a vis any proposed use of non-organic untreated seeds are fully complied with and forwarded to IOA for approval in advance of any purchase of non-organic seeds (should organically certified seeds be unavailable); that each and every request for any restricted practice is made to IOA and approved **in advance** of any use of same on this holding; that no inputs of any kind or actions of any kind on this registered unit may take place without the express prior approval of the Licencee – all such actions should be in writing and signed by both the contractor and the Licencee; that the Record Book is maintained fully up to date on an on-going basis.
- All inputs for the organic/in-conversion unit **MUST** be stored on this unit, except with the express prior permission of IOA. Should storage facilities off the unit be used, IOA must be able to inspect such storage facilities and the multisite fee will apply to such an inspection.
- The Licencee must ensure that all stock and financial records are retained on the unit or premises to facilitate audit requirements. Such audits must be able to demonstrate the balance between the inputs and the outputs on the unit.



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- The Licencee must attend the scheduled annual organic inspection of this unit and must be in a position to comply with all audit requirements vis a vis the documentation requirements for such an audit – to include full details (including all invoices) for all pest control products used; seed purchases; fertility inputs (including copies of delivery dockets) containing full details (i.e. quantities, dates etc.) of all deliveries of organic manure to this unit, etc. The approved contractor must also be present at the annual scheduled inspection and the onus is placed on the Licencee to ensure the contractor's availability for such an inspection.
- The Licencee is required to notify IOA (in advance) the dates on which harvesting is to take place – this notification may take place by email or fax to the IOA office. The Licencee is required to give as much advance notice as possible; however, IOA recognises that harvesting takes place when weather conditions permit.
- The Licencee must provide IOA on an on-going basis (i.e. for each and every harvest) of the **precise quantities of harvested crops**, so that an audit can take place to establish the balance between the input and the output of organic raw materials during the organic inspection of both this holding and the organic inspection of the designated licenced packer (where applicable). In the first instance, the harvested quantities must be forwarded either by email or fax to IOA. Thereafter, full details of the quantities and dates of all crops harvested must be maintained in a specific log for this purpose which must be made available to the organically certified packer (where applicable) for their own scheduled annual organic inspection and also made available as required to all appropriate authorities (such as DAFM/NICA).
- **IOA reserves the right to impose a requirement for additional inspections to take place on this unit at the Licencee's expense. This measure is intended to take account of the higher risk associated with entities which engage in sub-contract agreements.**
- IOA reserve the right to add to the conditions specified above as required from time to time.

Conditions which must be observed by the sub-contractor:

- The sub-contractor must attend all inspections deemed necessary by IOA which take place on the Licencee's holding.
- The sub-contractor must undertake to pay the additional costs involved in inspection of the Licencee's holding and also the inspections which may be deemed necessary on any non-organic units under the management of the sub-contractor.
- The sub-contractor must undertake to discuss all proposed management practices for the unit with the Licencee and to ensure that no substances or practices are used on the Licencee's unit without the express permission of the Licencee.
- The sub-contractor must ensure that all or any purchases made for the licensee's unit are purchased in the name of the Licencee.
- The sub-contractor must ensure that all machinery used on the organic unit has been fully cleaned down prior to entering the organic unit. IOA reserve the right to undertake periodic spot checks to ensure that this practice is being strictly adhered to.
- The sub-contractor must abide by all conditions specified in this document.
- IOA reserve the right to add to the conditions specified above as required from time to time.

Signed: _____
Irish Organic Association Licencee

Date: _____

Signed: _____
Sub-Contractor

Date: _____

Signed: _____
Irish Organic Association – Certification Team

Date: _____

All parties to this agreement – the Licencee, the Sub-contractor and Irish Organic Association – must retain a signed copy of this document on the appropriate file.